

February 1, 2008

TO: ALL STATE AGENCIES, SCHOOL DISTRICTS, MUNICIPALITIES, VOLUNTEER FIRE  
COMPANIES AND POLITICAL SUBDIVISIONS

FROM: PETER KOROLYK  
STATE CONTRACT PROCUREMENT OFFICER  
302-857-4559

SUBJECT: **AWARD NOTICE – Addendum # 2 – Effective May 13, 2010**  
**CONTRACT NO. GSS08503-BIODIESEL**  
**BIODIESEL - B20 FUEL**

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KEY CONTRACT INFORMATION**

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**Addendum # 2 updates the Contract Number, and changes the benchmark to Baltimore, MD for the B100 component of the Biodiesel blend.**

## **KEY CONTRACT INFORMATION**

### **1. MANDATORY USE CONTRACT:**

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**REF: Title 29, Chapter 6911(d) Delaware Code.** Every state department and agency within the Executive Branch and Judicial Branch of the state government shall procure all material, equipment and nonprofessional services through the statewide contracts administered by Government Support Services, Office of Management and Budget. Delaware State University, Delaware Technical and Community College, the operations funded by Public School Districts, Delaware Transit Corporation, Department of Elections, the Legislative Branch and the Board of Pension Trustees and their consultants are specifically exempted from the requirements of this subsection.

### **2. CONTRACT PERIOD:**

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Each Vendors contract shall be valid for a two (2) year period from February 15, 2008 through February 14, 2010. Each contract may be renewed for two additional one (1) year periods through negotiation between the vendor and Government Support Services. Negotiation must be initiated no later than ninety (90) days prior to the termination of the current agreement.

**This contract has been extended for an additional year and remains in effect through Feb. 14, 2011.**

### **3. VENDOR:**

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Tri Gas & Oil Co., Inc.  
3941 Federalsburg Highway  
PO Box 465  
Federalsburg, MD 21632  
Contact: John Dalina  
Phone: 888-229-9245  
Fax: 410-827-8505  
Email: [jdalina@trigas-oil.com](mailto:jdalina@trigas-oil.com)

### **4. SHIPPING TERMS:**

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F.O.B. destination.

5. **PRICING:**

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Prices will remain firm for the term of the contract year.

Price shall be **net** per gallon F.O.B. agency storage tanks.

A. **Floating Price:**

**Biodiesel – B100:**

Prices quoted for the Biodiesel – B100 fuel shall be on a per gallon basis. The price shall correspond to the posting for **Baltimore, MD** as published on Monday for the week of delivery in the Oil Price Information System (**OPIS**) Fuel Ethanol & Biodiesel Report.

**The Baltimore, MD SME B100 average rack figure reported by OPIS shall not exceed the price reported by OPIS for the Newark, NJ B100 SME average rack price.**

**Ultra low sulfur diesel:**

Prices quoted for the Ultra low sulfur diesel fuel shall be on a per gallon basis. The price shall correspond to the **AVERAGE** posting for **Wilmington, DE**, as published daily for delivery in the Oil Price Information System (**OPIS**).

This aforementioned procedure will be used for weekly price revisions.

Government Support Services reserves the right to switch Biodiesel Locations for any extensions by mutual agreement.

B. **Delivery Price:**

The prices quoted regardless of quantity and method shall be net per gallon F.O.B. agency storage tanks and shall remain firm for the duration of the contract period including any extensions.

**Example of Calculation**

Biodiesel – B100	\$3.45/Gal	X	.20	=	.6900
Ultra low sulfur diesel	\$1.87/Gal	X	.80	=	1.4960
Delivery Charge	\$.0348/Gal				.0348
Total Price Per Gallon for B20					<b>\$2.2208</b>

If the above example were to be used for the purchase of winter mix, and the additional charge was .01/Gal, that figure would be added to 2.2208/Gal for a total of 2.2308/Gal.

If the above example were to be used for the purchase of algae prevention additive, and the additional charge was .01/gal, that figure would be added to 2.2308/Gal for a total of 2.2408/Gal.

B. **Delivery Price** (cont'd):

Your quoted price and your invoiced price **SHALL** be exclusive of all Federal and State taxes, with the exception of the following:

**The Delaware Hazardous Substance Clean-Up Tax.** This tax is on the Ultra low sulfur diesel Fuel. This tax shall be billed as a separate line item on all invoices. The current rate is (.009). This tax is on the total dollar amount of the invoice, not on the per gallon price (.009 X amount of invoice

**The Federal Leaking Underground Storage Tank Tax.** This tax is on the Ultra low sulfur diesel. This tax shall be billed as a separate line item on all invoices. The current rate is (.0010). This tax is on the per gallon price.

The invoiced price shall be based on the price in effect on the date of delivery. In the event that a delivery is late at the fault of the vendor, the ordering agency at its option may request that the invoice reflect the daily index price for the promised delivery date rather than the actual delivery date had the index gone up during that time.

NOTE: If delivery is made on a weekday, and the weekday is a holiday, the price per gallon shall be based on the previous day.

## Zone 1 Pricing

<b>ZONE 1 – NEW CASTLE COUNTY</b>	<b>PER GALLON DELIVERY PRICE FOR B20 FUEL</b>	<b>PER GALLON DELIVERY PRICE FOR WINTER MIX</b>	<b>PER GALLON DELIVERY PRICE FOR ALGAE PREVENTION ADDITIVE</b>
<b>DIVISION OF PARKS &amp; RECREATION</b>			
Bellevue State Park: Maintenance Shop 800 Carr Rd. Wilm.	0.1567	0.017	0.0225
Wilmington State Park: Maintenance Shop 1021 W. 18 <sup>th</sup> St. Wilm.	0.1567	0.017	0.0225
Brandywine Creek State Park: Maintenance Shop DE Rts. 100 & 92 Wilm.	0.1567	0.017	0.0225
White Clay Creek State Park: Possum Hill Maint. 121 Smith Mill Rd. Newark	0.1567	0.017	0.0225
Carpenter Maint. 425 Wedgewood Rd. Newark	0.1567	0.017	0.0225
<b>DELDOT</b>			
North District 39 E. Regal Blvd.-Newark	-0.0783	0.017	0.0225
Area 11-Kaimensi 815 Stanton Rd. Wilm.	-0.0783	0.017	0.0225
I-95 & Marsh Rd. Salt Barn I-95 & Marsh Rd. Wilm	0.1567	0.017	0.0225
I-495 & Terminal Ave. Salt Barn I-495 & Terminal Ave. Wilm	0.1567	0.017	0.0225
I-95 & Talley Rd. Salt Barn 1300 Talley Rd. Wilm.	0.1567	0.017	0.0225

## Zone 2 Pricing

ZONE 2 – NCC SOUTH OF CANAL & KENT COUNTY	PER GALLON DELIVERY PRICE FOR B20 FUEL	PER GALLON DELIVERY PRICE FOR WINTER MIX	PER GALLON DELIVERY PRICE FOR ALGAE PREVENTION ADDITIVE
<b>CITY OF DOVER</b>			
710 William Street      Dover	-0.0734	0.017	0.0225
<b>DELDOT</b>			
Area 7    1235 Briarbush Rd.    Magnolia	0.1567	0.017	0.0225
Area 6    129 Jackson Ditch Rd.    Harrington	0.024	0.017	0.0225
Area 9    5369 Summit Bridge Rd.    Middletown	-0.076	0.017	0.0225
Area 10    250 Bear-Christiana Rd.    Bear	-0.0806	0.017	0.0225
S. St. Georges Salt Barn    SB Rt 1    S. St. Georges	0.1567	0.017	0.0225
Bear Yard Shop, Fuel Delivery Truck    250 Bear-Christiana Rd. Bear	-0.0806	0.017	0.0225

## Zone 3 Pricing

<b>ZONE 3 – SUSSEX COUNTY</b>	<b>PER GALLON DELIVERY PRICE FOR B20 FUEL</b>	<b>PER GALLON DELIVERY PRICE FOR WINTER MIX</b>	<b>PER GALLON DELIVERY PRICE FOR ALGAE PREVENTION ADDITIVE</b>
<b>DIVISION OF PARKS &amp; RECREATION</b>			
Trap Pond State Park: Maintenance Shop-Diesel 33587 Bald Cypress Lane Laurel	0.1567	0.017	0.0225
Cape Henlopen State Park: Vehicle Repair Shop 42 Cape Henlopen Dr. Lewes	0.1567	0.017	0.0225
<b>DELDOT</b>			
Area 1 10930 Salt Barn Rd. Laurel	-0.0299	0.017	0.0225
Area 2 22136 Bridgeville Hwy. Seaford	-0.0299	0.017	0.0225
Area 3 20368 Milton-Ellendale Hwy. (Rt. 16)-Ellendale	-0.0176	0.017	0.0225
Area 4 Gravel Hill, Back 20106 Gravel Hill Rd. Georgetown	-0.0299	0.017	0.0225
Area 5 27643 Dagsboro Rd. Dagsboro	-0.0299	0.017	0.0225
Area 20 Gravel Hill Float Front 24450 Lewes-Georgetown Rd. Georgetown	-0.0717	0.017	0.0225
Area 20 Gravel Hill Float Front, Fuel Delivery Truck 2444 Lewes Georgetown Rd. Georgetown	0.1567	0.017	0.0225

## **ADDITIONAL TERMS AND CONDITIONS**

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### **6. BILLING:**

The vendor is required to **"Bill as Shipped" to the respective ordering agency(s).** Ordering agencies shall provide at a minimum the contract number, ship to and bill to address, contract name and phone number.

### **7. PAYMENT:**

The agencies or school districts involved will authorize and process for payment each invoice within thirty (30) days after the date of receipt. The vendor or vendor must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

### **8. PRODUCT SUBSTITUTION:**

All items delivered during the life of the contract shall be of the same type and manufacture as specified unless specific approval is given by Government Support Services to do otherwise. Substitutions may require the submission of written specifications and product evaluation prior to any approvals being granted.

### **9. ORDERING PROCEDURE:**

Vendors are required to have either a local telephone number within the (302) area code, a toll free (800) number, or agree to accept collect calls. Each agency is responsible for placing their orders and may be accomplished by written purchase order, telephone, fax or computer on-line systems. The vendor or vendor must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

### **10. HOLD HARMLESS:**

The vendor agrees that it shall indemnify and hold the State of Delaware and all its agencies harmless from and against any and all claims for injury, loss of life, or damage to or loss of use of property caused or alleged to be caused, by acts or omissions of the vendor, its employees, and invitees on or about the premises and which arise out of the vendor's performance, or failure to perform as specified in the Agreement.



**11. NON-PERFORMANCE:**

In the event the vendor does not fulfill its obligations under the terms and conditions of this contract, the ordering agency may purchase equivalent product on the open market. Any difference in cost between the contract prices herein and the price of open market product shall be the responsibility of the vendor. Under no circumstances shall monies be due the vendor in the event open market products can be obtained below contract cost. Any monies charged to the vendor may be deducted from an open invoice.

**12. FORCE MAJEURE:**

Neither the vendor nor the ordering agency shall be held liable for non-performance under the terms and conditions of this contract due, but not limited to, government restriction, strike, flood, fire, or unforeseen catastrophe beyond either party's control. Each party shall notify the other in writing of any situation that may prevent performance under the terms and conditions of this contract.

**13. AGENCY'S RESPONSIBILITIES:**

The Agency shall:

- a. Examine and review in detail all letters, reports, drawings and other documents presented by the Vendor to the Agency and render to the Vendor in writing, findings and decisions pertaining thereto within a reasonable time so as not to delay the services of Vendor.
- b. Give prompt written notice to the Vendor whenever the Agency observes or otherwise becomes aware of any development that affects the scope or timing of the Vendor's services.

**14. REQUIREMENTS:**

**ZONES:** The contract scope has been segregated into the three (3) zones listed below:

- Zone 1 – Includes all of New Castle County north of the C & D canal.
- Zone 2 – Includes New Castle County south of the C & D canal and Kent County
- Zone 3 – Sussex County

**15. DELIVERY REQUIREMENTS/RESTRICTIONS:**

Delivery of the biodiesel (B20) fuel shall be made by metered truck or via transport. Each metered delivery shall be accompanied with a printed meter slip, which clearly indicates the quantity and price per gallon of both the Ultra low sulfur diesel fuel and 100% biodiesel that has been used to produce the final blended product. Deliveries that are made via transport shall be accompanied by the bill of lading for both the diesel fuel and soybean oil, and shall be left with the delivery and or given to the person at the facility.

If it is found that the quantities used to produce the final blended biodiesel (B20) fuel are incorrect, the vendor will be responsible to immediately supply the required additional amount of either the Ultra low sulfur diesel fuel or 100% biodiesel to ensure that the required 80:20 ratio is maintained throughout the

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life of the contract. In the event the vendor cannot supply the necessary fuel, the agency shall order the purchase of the required amount from any available source and charge the vendor the excess costs.

**DELIVERY REQUIREMENTS/RESTRICTIONS (continued):**

Deliveries to all Department of Transportation locations in New Castle County will be made between the hours of 8:00 a.m., and 3:00 p.m., Monday through Friday, unless otherwise requested for emergencies.

NOTE: If delivery is made on a weekday, and the weekday is a holiday, the price per gallon shall be based on the previous day.

**16. ORDERING PROCEDURE:**

Each agency is responsible for placing their orders. These orders will be placed by purchase orders, telephone, fax or computer access, depending on the individual agency and their procedures. The successful vendor is required to have either a local telephone number within the (302) area code, a toll free (800) number, or agree to accept collect calls.

Orders for product may be on a "will call" basis or an "automatic delivery" system may be set up. Agencies ordering on a "will call" basis SHALL accept the quantity ordered. For example if you order 300 gallons and the tank takes 275 gallons you will be billed for 300 gallons. Automatic deliveries shall be established between the vendor and the ordering agency only after specific information regarding the account has been realized.

**17. DELIVERY RESPONSE REQUIREMENT:**

- A. Normal Delivery - All deliveries shall be completed within two (2) days, following receipt of a written purchase order or verbal notification by the agency. **Agencies are responsible for obtaining samples of product from each tank prior to delivery into the facilities tank.**
- B. Emergency Delivery – Emergency deliveries are to be made within twelve (12) hours after receipt of a verbal order from the Using Agency. The Using Agency makes the determination concerning what is an emergency.
- C. Automatic Delivery - Keeping the tank filled shall be the responsibility of the vendor. It is expected that these accounts shall have the highest priority for service should they be allowed to reach an emergency situation.
- D. Subvendors – In the event the vendor proposes to use sub-vendors for the actual delivery, the names and addresses shall be submitted to the Director for approval. The Director reserves the right to inspect their facilities to determine their ability to satisfactorily perform under the delivery terms of the contract.

**18. LATE DELIVERY/VENDOR-AGENCY RESPONSIBILITIES:**

As soon as the vendor determines that the delivery will be late the following steps shall be taken:

- A. Vendor shall contact the ordering agency and confirm a realistic delivery time. The agency must then determine if that is acceptable. If the projected delivery time is unacceptable then:

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- B. Vendor may select another distributor who is able to make the delivery on time. The ordering agency must then give permission to the vendor for this alternative. Contracted pricing and invoicing shall be the responsibility of our contracted vendor.

**LATE DELIVERY/VENDOR-AGENCY RESPONSIBILITIES (Continued):**

- A. If the vendor fails to contact the ordering agency regarding a late delivery or if another distributor cannot be mutually secured in order to make an on time delivery, then the ordering agency may after it determines that a critical situation exists, place an order on the open market. In that situation the vendor shall pay the consequences as stated on page 8, Item 11 - Non-Performance.
- B. It shall be the responsibility of both the vendor and the ordering agency to establish a contact person and telephone number in order to handle late delivery situations.

These requirements are designed to help open communications between the agencies and the vendor. They are not designed to open the door for SUB-CONTRACTING deliveries.

**19. SPILLAGE:**

All spillages must be corrected to the satisfaction of the ordering agency concerned within forty-eight (48) hours. All associated cost including materials and labor shall be borne by the vendor. Damage resulting from a spillage shall be the responsibility of the vendor. The vendor must notify the Department of Natural Resources and Environmental Control of all spillages. The following office must be contacted immediately in the event of a spill:

Division of Air and Waste Management  
24 hour Hotline  
In State Phone No.: 800-662-8802  
In/Out of State Phone No.: (302) 739-5072

In the event that it becomes necessary for the State of Delaware to remedy or provide for remedying the damaged area, the cost of remediation shall be deducted from any moneys due the contract. See page 8, Item 11 - Non-Performance. If there are no moneys due, the remediation costs shall be the responsibility of the vendor or submitted as a claim to the bonding company.

**20. BULK DELIVERY:**

Any agency that does not have the capability to receive bulk delivery is authorized to use at the pump service.

## 21. FUEL QUALITY:

### A. BLENDED BIODIESEL FUEL (B20):

Blended biodiesel fuel is a blend of 20% biodiesel fuel and 80% Ultra low sulfur diesel fuel.

The Ultra low sulfur diesel must be of a grade now regularly manufactured and suitable for use in compression ignition, internal combustion (diesel) engines. It shall be uniform, first quality, ultra low sulfur type, which shall conform in all aspects to the requirements, as set forth in US Department of Commerce Standards CS-12-48, for domestic and industrial fuels.

The fuel oil shall be clear hydrocarbon oil, free from sediment, water or suspended matter.

Physical and Chemical: The diesel fuel must conform to the following minimum requirements.

PROPERTIES	VALUES
Flash Point, degree F, minimum	125 or legal
Cloud Point, degree F, maximum	20
Kinematic Viscosity @ 100 Degrees F	
Centistoko, Minimum	2.0
Centistoko, Maximum	4.3
Distillation temperature Degrees F	
90% Point Maximum	640
90% Point Minimum	540
Sulfur, % by weight maximum	0.005
Copper Strip Corrosion 3 hour @122 Degrees F	3
Cetane Number, minimum	40
Water & Sediment, % by Volume, Maximum	0.05

### B. 100% BIODIESEL (B100):

The 100% Biodiesel must be of a grade manufactured in accordance with the ASTM specifications listed in this ITB, as a minimum, for 100% Biodiesel manufactured for use in compression ignition, internal combustion (diesel) engines.

The 100% Biodiesel supplied under this contract shall be produced from pure Soybean oil, Corn oil or Canola oil free from sediment, water or suspended foreign matter.

**NOTE: No animal fat or animal fat byproducts thereof shall be utilized in the process to make the 100% Biodiesel.**

This specification is for 100% Biodiesel. The vendor shall use VIRGIN base vegetable oil feedstock **ONLY** to produce the 100% Biodiesel.

AMERICAN SOCIETY OF TESTING AND MEASUREMENTS (ASTM)  
November 2008  
Biodiesel Component (B100) Specifications (ASTM D6751-09)

Property	ASTM Method	Limits	Units
Calcium & Magnesium, combined	EN 14538	5 max.	Ppm (ug/g)
Flash Point	D93	93 min.	Degrees C
Alcohol Control (1 of the 2)			
1. Methanol Content	EN 14110	0.2 max	% volume
2. Flash Point	D 93	130 min.	Degrees C
Water & Sediment	D2709	0.05 max	% Vol.
Kinematic Viscosity, 40C	D445	1.9-6.0	mm <sup>2</sup> /sec.
Sulfated Ash	D874	0.02 max.	% mass
Sulfur S500 Grade	D5453	0.05 max.	% mass
Sulfur S15 Grade	D5453	0.0015 max	% mass
Copper Strip Corrosion	D130	No. 3 max.	
Cetane number	D613	47 min.	
Cloud Point	D2500	Report	Degrees C
Carbon Residue 100% sample	D4530	0.05 max	% mass
Acid Number	D664	0.50 max.	mg KOH/g
Free Glycerin	D6584	0.020 max.	% mass
Total Glycerin	D6584	0.240 max.	% mass
Phosphorus Content	D4951	0.001 max.	% mass
Distillation, T90 AET	D1160	360 max.	Degrees C
Sodium/Potassium, combined	EN 14538	5 max.	ppm
Oxidation Stability	EN 14112	3 min.	hours
Cold Soak Filtration	Annex to D6751	360 Max.	seconds
Cold Soak Filtration – For use in temperatures below - 12 Degrees C.	Annex to D6751	200 Max.	seconds

NOTE: The entire ASTM Standard is available from the AMERICAN SOCIETY OF TESTING AND MEASUREMENTS (ASTM) Customer Service Office (610) 832-9585.

**B. DIESEL WINTER MIX:**

The purpose and intent of this specification is to obtain Diesel - Winter Mix, which is a blend of Ultra low sulfur diesel with the addition of a chemical additive.

The Winter Mix, regardless of method of formulation used, must meet or exceed the following criteria:

Property	Value
Cloud Point - Degrees F, Maximum	+5
Pour Point - Degrees F, Maximum	0
Sulfur - Percent, Maximum	0.0015

Period of availability for the Diesel – Winter Mix, will be from October 15 through April 15, yearly.

CHEMICAL ADDITIVE: (Mfg & Type): Innospec, Legal Diesel™ Fuel Additive CFI-1902

The vendor should be aware that when an order has been placed for the Winter Mix, it must already have been blended at the vendor location and delivered to the Using Agency, as such.

The B20 blend must meet the cloud point specification for Ultra low sulfur diesel fuel diesel-winter mix), as applicable, depending on the month in which the fuel is supplied.

**22. FUEL OIL – GENERAL:**

Ultra low sulfur diesel fuel sold for On-Road Use MUST contain a sulfur content of 0.0015% max.

For “Winter Blend Mix”, the vendor offers a blend Ultra low sulfur diesel Fuel and a chemical additive, and charges an additional fee for blending the two prior to delivery.

The diesel fuel supplied shall also meet the EPA Testing Standard by using one (1) of the following ASTM methods: D129, D1552, D2622, or D4294. These standards are used to determine the percent Of Sulfur in Diesel Fuel.

The State of Delaware will be the sole judge of the equivalencies regarding samples and specifications.

**23. TEST SAMPLING/ANALYSIS/LIABILITY:**

**Ultra low sulfur diesel Fuel Oil**

Product sold to Agencies purchasing under the terms and conditions of his contract shall be tested according to the procedures and specifications outlined by ASTM designation D396 and ASTM designation D975 ASTM or any subsequent revision. Additionally, D2622 will be used as a basis for enforcement of any sulfur content violations.

Certified analysis of oil may be requested by the using agency at any time the product is delivered. The analysis shall be made by an independent Testing Laboratory at no cost to the using agency or the State of Delaware.

The using agency may take periodic samples of the fuel delivered to their locations, from the delivery tank or container in which the delivery is made. Upon delivery of the fuel, the using agency shall use a clean, sealable one gallon container, and take a sample from the top of the delivery tank, seal the container and send it to an independent testing laboratory for the necessary testing and billing to the vendor. Samples will be obtained in a manner that precludes contamination by foreign substances.

Samples will also be tested if changes in, or problems with equipment operation or performance point to a specific need for confirmation of product quality.

If, during testing, it is determined that moisture and sediment and/or ash content exceed specifications limits (as a % of Weight), the vendor will credit the purchasing facility according to the following calculation.

$$\% \text{ Ash}^* + \% \text{ Moisture \& Sediment}^{**} \times \text{Purchase Quantity} \times \$ * \% \text{ Ash} = \text{Measured Ash (\%Weight)}$$
  
Maximum Allowable Ash (%Weight)

$$\% \text{ Moisture \& Sediment} = \text{Measured Moisture \& Sediment (\% Volume)} - \text{Maximum Allowable Moisture \& Sediment (\% Volume)}$$



**TEST SAMPLING/ANALYSIS/LIABILITY:** (Continued)

**Ultra low sulfur diesel Fuel Oil**

In the event liabilities are assessed against the vendor, the purchasing agency may deduct the amount assessed from unpaid invoices prior to payment. Additionally, the State of Delaware reserves the right to cancel the contract for inferior deliveries or if the fuel is found to contain dirt or sediment, or it is of a structure that will cause clogging and prevent proper operation of a vehicle.

The vendor shall be liable if products fail to meet specification. Liability shall include, but is not limited to the cost of engine repair, i.e., materials, parts replacements, and labor. Liability shall also include the cost of product remaining in the storage tank.

**Biodiesel 100**

A sample of each B100 shipment shall be collected by the biodiesel supplier, prior to blending, and retained for sixty (60) days or for the estimated life of the product, whichever is longer.

**24. LOCATIONS:**

There are numerous locations throughout the entire State of Delaware that will be ordering fuel. When calls are made for the fuel; it will be the vendor's responsibility to become familiar with each location, and have the proper equipment and personnel to service those locations.

**25. INSPECTION AND ACCEPTANCE:**

If applicable, the vendor's current "Inspection and Test Certification Seals", on delivery measuring meters and compartments will be accepted in connection with Form 50 "Weights and Measures Certificate", previously obtained by the vendor from the Delaware Bureau of Weights and Measures.

The Government Support Services reserves the right to have all measuring devices re-checked, at any time during the life of the contract. Spot Checks at delivery points may also be made.

If rechecks disclose any discrepancy in the number of gallons shown on the delivery ticket and the actual number of gallons delivered, use of such equipment will not be permitted until certification has been received from Delaware Bureau of Weights & Measures that the measuring device is accurate, or has been corrected.

Upon notification to the Government Support Services the Using Agency has the right to refuse delivery on metered trucks with broken seals. The vendor with the defective measuring device will be charged the added cost of obtaining fuel from an emergency source, until the defective metering device has received the necessary certification.

**26. #139 SOYSHIELD:**

SoyShield is a concentrated multi-functional premium diesel additive that is specially formulated for use in all types of diesel fuel. It upgrades Ultra low sulfur diesel to premium. It is not an algaecide. It will not kill algae if it is established in the fuel system. It is designed to eliminate/reduce the conditions which promote the establishment of algae in fuel systems.

SoyShield contains a unique blend of methyl soyate biodiesel derived from soybean oil and a highly concentrated multi-functional additive package. When used at the recommended treatment rate, this unique combination allows SoyShield to provide the following performance benefit:

1. Supports the use of a renewable farmer-supplied fuel source.
2. Boosts the fuel's Cetane rating up to 3 to 4 points.
3. Faster warm-up.
4. Reduced misfiring at lower air inlet temperatures.
5. Superior Cummins L-10 and N-14 performance.
6. Detergency to provide cleanliness throughout the entire fuel system.
7. Clean up and keep clean performance for the entire fuel system.
8. Improved combustion of the fuel by completely vaporizing the fuel into smaller particles, thus providing better fuel economy and preventing a significant loss in engine power.
9. Increased fuel economy up to 5% - 7%.
10. Up to 5% improvement in Horsepower.
11. Dispersion of insoluble gums and varnish present in low quality fuels.
12. Modification of existing injector deposits, allowing for their removal and safe passage into the combustion chamber where they can be burned.
13. Reduced emissions, exhaust smoke and particulates.
14. A reduction in black smoke.
15. Increased fuel lubricity. Soy based biodiesel has 3 times the lubricity of diesel fuel.
16. Excellent anti-wear protection for the injectors and the fuel pump especially for those engines burning Ultra low sulfur diesel fuel.
17. Lubrication of the upper cylinders, fuel pumps and injectors.
18. Supplemental ring and valve-train anti-wear protection.
19. Increased thermal stability to the diesel fuel in order to provide the ability to resist thermal degradation.
20. Inhibition of oxidation during storage.
21. Extended storage ability.
22. Helps control the acidic by-products produced by the combustion of diesel fuel.
23. Rust and corrosion protection to the entire fuel system.
24. Dispersion of water present in diesel fuel in order to prevent fuel icing and other problems associated with water.
25. Prevention of the formation of stable fuel-water emulsions.
26. Allows moisture to be rapidly separated from the fuel.
27. Allows the diesel fuel to meet the NCWM's Premium Diesel Fuel Specifications
28. Helps control the conditions that lead to foul smelling fuel, stringiness and plugged filters

**TREATMENT LEVEL:**

One gallon of SoyShield to every 500 gallons of diesel fuel.

SoyShield is registered and meets the US EPA requirements for blending into Ultra low sulfur diesel fuels. When used at the recommended treatment ratio SoyShield will not cause a measurable increase in the sulfur content of the diesel fuel and will not have any measurable affect on the Cetane index or aromatic content of the diesel fuel.

**TYPICAL PROPERTIES**

SPECIFIC GRAVITY @ 60 ° F	.894
FLASH POINT °F/°C PMCC (ASTM D-93)	200°/93.33°
POUR POINT °F/°C (ASTM D-97)	-5°/-20.56°
COPPER STRIP CORROSION TEST (ASTM D-130)	1a

**PACKAGING:**

#139 SoyShield is available in 55 gallon drums, 30 gallon drums, and 5 gallon pails and cases (4/1 gallon cases)

CONTRACT NO. GSS08503-BIODIESEL  
 BIODIESEL - B20 FUEL

**NCC NORTH OF CANAL – ZONE 1**

DEPARTMENT OF NATURAL RESOURCES & ENVIRONMENTAL CONTROL (DNREC)

**DIVISION OF PARKS AND RECREATION**

TANK SIZE	BUILDING	ADDRESS	CITY	ANNUAL USAGE GALLONS	CONTACT (302) AREA CODE
	<b>Bellevue State Park</b>				
1,000	Maintenance Shop	800 Carr Road	Wilmington	1,600	Steve Jefferies/Missie Jones 761-6963
	<b>Wilmington State Park</b>				
1,000	Maintenance Shop	1021 W. 18 <sup>th</sup> Street	Wilmington	2,500	Ron Crouch 577-7020
	<b>Brandywine Creek State Park</b>				
550	Maintenance Shop	Delaware Rts. 100 & 92	Wilmington	1,194	Dwight Antilla/Laura Madara 577-3534
	<b>White Clay Creek State Park</b>				
275	Possum Hill Maintenance	121 Smith Mill Rd.	Newark	300	Nick McFadden/Art Angelo 368-6900
500	Carpenter Maintenance	425 Wedgewood Road	Newark	1,000	“

CONTRACT NO. GSS08503-BIODIESEL  
BIODIESEL - B20 FUEL

**NCC NORTH OF CANAL – ZONE 1**

DEPARTMENT OF TRANSPORTATION - DELDOT

DELAWARE TURNPIKE

TANK SIZE	BUILDING	ADDRESS	CITY	ANNUAL USAGE GALLONS	CONTACT (302) AREA CODE
10,000 6,000	North District	39 E. Regal Blvd. Newark, DE	Newark	80,000	Charles Conaway 368-6866 ext. 37
6,000	Area 11-Kiamensi	815 Stanton Road	Wilmington	25,000	Charles Conaway 368-6866 ext. 37
1,500	I-95 & Marsh Rd. Salt Barn	I-95 & Marsh Rd. Off Ramp, on left between ramp and I-95	Wilmington	5,500	Charles Conaway 368-6866 ext. 37
900	I-495 & Terminal Ave. Salt Barn	I-495 & Terminal Ave. NB. Off Ramp, on left between ramp and I- 495	Wilmington	3,500	Charles Conaway 368-6866 ext. 37
1,000	I-95 & Talley Rd. Salt Barn	1300 Talley Road	Wilmington	4,000	Charles Conaway 368-6866 ext. 37

CONTRACT NO. GSS08503-BIODIESEL  
BIODIESEL - B20 FUEL

**NCC SOUTH OF CANAL & KENT COUNTY – ZONE 2**

DEPT. OF NATURAL RESOURCES & ENVIRONMENTAL CONTROL (DNREC)

CITY OF DOVER

TANK SIZE	BUILDING	ADDRESS	CITY	ANNUAL USAGE GALLONS	CONTACT (302) AREA CODE
10,000	City of Dover	710 William Street	Dover	93,000	Peter Gregg 736-7178

DEPARTMENT OF TRANSPORTATION - DELDOT

TANK SIZE	BUILDING	ADDRESS	CITY	ANNUAL USAGE GALLONS	CONTACT (302) AREA CODE
2,000	Area 7	1235 Briarbush Rd.	Magnolia	65,000	Kathy Olechny 760-2425
4,000	Area 6	129 Jackson Ditch Rd.	Harrington	35,000	Kathy Olechny 760-2425
10,000	Area 9	5369 Summit Bridge Rd.	Middletown	35,000	Debbie Cox 326-4414
10,000	Area 10	250 Bear-Christiana Road	Bear	25,000	Debbie Cox 326-4414
1,000	South St. Georges Salt Barn	Under SB. RT 1, South side of Bridge	South St. Georges	1,500	Debbie Cox 326-4414
2,800	Bear Yard Shop, Fuel Delivery Truck	250 Bear-Christiana Rd.	Bear	5,600	Debbie Cox 326-4414

Award Notice  
Contract No.: GSS08503-BIODIESEL

CONTRACT NO. GSS08503-BIODIESEL  
BIODIESEL - B20 FUEL

**SUSSEX COUNTY – ZONE 3**

DEPT. OF NATURAL RESOURCES & ENVIRONMENTAL CONTROL (DNREC)

DIVISION OF PARKS AND RECREATION

DELAWARE SEASHORE STATE PARK

TANK SIZE	BUILDING	ADDRESS	CITY	ANNUAL USAGE GALLONS	CONTACT (302) AREA CODE
	<b>Trap Pond State Park</b>				
1,000	Maintenance Shop - Diesel	33587 Bald Cypress Lane	Laurel	1,000	John Hoffman 875-5153

CAPE HENLOPEN STATE PARK

TANK SIZE	BUILDING	ADDRESS	CITY	ANNUAL USAGE GALLONS	CONTACT (302) AREA CODE
550	Vehicle repair Shop	42 Cape Henlopen Dr.	Lewes	2,500	Lee McDaniel/ Paul Faircloth 645-8983

Award Notice  
Contract No.: GSS08503-BIODIESEL

CONTRACT NO. GSS08503-BIODIESEL  
BIODIESEL - B20 FUEL

**SUSSEX COUNTY – ZONE 3**

DEPARTMENT OF TRANSPORTATION – DELDOT

TANK SIZE	BUILDING	ADDRESS	CITY	ANNUAL USAGE GALLONS	CONTACT (302) AREA CODE
5,000	Area #1	10930 Salt Barn Rd.	Laurel	35,000	Linda Rollison 853-1321
5,000	Area #2	22136 Bridgeville Hwy	Seaford	35,000	“
5,000	Area #3	20368 Milton- Ellendale Hwy. (Rt. 16)	Ellendale	35,000	“
5,000	Area #4-Gravel Hill (Back)	20106 Gravel Hill Rd.	Georgetown	35,000	“
5,000	Area #5	27643 Dagsboro Rd.	Dagsboro	35,000	“
10,000 5,000 (2)	Area #20-Gravel Hill Float (Front)	24450 Lewes- Georgetown Rd.	Georgetown	65,000	“
2,800	Are #20-Gravel Hill Float (Front), Fuel Delivery Truck	2444 Lewes- Georgetown Rd.	Georgetown	5,600	“